

# **Exhibit A**

LEASE AGREEMENT  
WITH OWNERSHIP OPTION

Lessor/Owner: West Creek Financial, LLC	Lessee/Potential Purchaser: RAWLE DAISLEY	Date: 05/19/2017
Address: PO Box 5518 Glen Allen, VA 23058-5518	Address: 22727 143 RD SPRINGFIELD GARD, NY 11413-0000	Dealer: elecforsess
844-937-8275	Co-Lessee/Potential Purchaser:	Dealer Fax:

Agmnt #	Description of Property & Model Number	Condition (NEW OR USED)	Cash Price	Payment Info
1-40689-1	1 HP LAPTOP, 1 BERHINGER BASS SPEAKER	New	\$1,500.00	\$112.50 Semi-Monthly plus sales tax

THIS LEASE CONTAINS AN ARBITRATION PROVISION (SEE ¶14). THE ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION PROCEEDING.

1. **DEFINITIONS.** As used in this agreement, "Lease" means this Lease Agreement with Option to Purchase; "you" and "your" mean the person(s) signing this Lease as Lessees/Potential Purchaser; "we," "our," and "us" mean West Creek Financial, LLC and its successors and assigns; "Property" means the item(s) described above and in the disclosures; and "Initial Payment" means payment required to consummate this Lease.

2. **TOTAL COST/PAYMENTS:** The Initial Payment of \$40.00 is due at the time of signing.

In order to obtain ownership, in addition to the initial Payment, you must renew this Lease by tendering 24 Semi-Monthly payments of \$112.50 for a Total Cost of \$2,700.00. This Total Cost is the total dollar amount of payments you will have to make to acquire ownership of the Property plus the Initial Payment; however, Total Cost does not include other charges such as sales tax, returned payment, default, pickup, and reinstatement fees. If you reside in the state of North Carolina, and do not choose the cash purchase or early buyout option, your final payment will be a balloon payment of 15% of the cash price plus taxes.

3. **CASH PRICE:** Cash Price of the Property, which is the amount we would charge for the merchandise in a cash sale on the date of this Lease Agreement With Ownership Option, is \$1,500.00.

4. **OWNERSHIP.** This is a lease transaction. You will not own the Property until you make all the scheduled payments or you use the early purchase option.

5. **LIABILITY FOR DAMAGE OR LOSS OF PROPERTY:** We do not carry any insurance on the Property. If the Property is lost, stolen, damaged or destroyed, you are responsible to pay us the fair market value of the property as of the time it is lost, stolen, damaged or destroyed.

6. **CASH PURCHASE OPTION:** Anytime after you make the first payment and anytime before the end of this Lease, you may gain ownership of the Property by (a) if within ninety (90) days of delivery, tendering the difference between \$1,500.00 plus the Initial Payment, less the amount paid or by (b) if more than ninety (90) days of delivery, tendering \$2,700.00 plus the Initial Payment, less the amount paid and up to a thirty-five percent (35%) discount off remaining balance. In addition, to complete the cash purchase option, all outstanding costs, fees and charges must be paid. Exercising this option may result in a reduction of the Total Cost to acquire ownership.

7. **PROPERTY MAINTENANCE AND WARRANTY:** During the term of this Lease, you are responsible for maintaining the Property in its original condition, ordinary wear and tear excepted. If you acquire ownership of the Property, the manufacturer's warranty will be given to you if the warranty is still in effect and we are allowed to do so.

8. **MINIMUM LEASE TERM:** You agree that the minimum Lease term is four (4) months or \$340.00 (\$900.00 in Semi-Monthly payments plus \$40.00 Initial Payment). If you choose to return the Property within 4 months after delivery, you agree to pay the Lease payments for the entire minimum lease term.

9. **TERMINATION.** We may end this Lease and recover the Property if you breach this Lease. You may end this Lease at any time without penalty by returning the Property to us in accordance with the directions we give you and paying us past due payments, minimum lease term payments, unpaid costs, fees, or charges, and any damage to rental property, excepting normal wear and tear.

10. **DEFAULT AND REINSTATEMENT:** You will be in breach of this Lease if you fail to make any payment within five (5) business days after its scheduled date. However, you may reinstate this Lease without losing any of your rights by paying us all amounts you owe within sixty (60) days after the scheduled date (the "Grace Period"). Reinstatement results in a continuation of this Lease. There is a reinstatement fee of \$5.00 if your renewal is past due as provided herein and reinstatement occurs.

11. **PAYMENT METHOD/PAYMENT CHANGE:** You authorize us to initiate electronic fund transfer ("EFTs") over the ACH network (or another network of our choosing) from your designated Bank Account for any scheduled payment you owe under this Lease on or after its due date. You also authorize us to initiate a separate EFT for any Returned Payment Fee that you owe under this Lease. FINANCIAL INSTITUTION: NASSAU EDUCATORS FCU  
ROUTING NUMBER: 221480807 ACCOUNT NUMBER: [REDACTED]. You agree that we may resubmit any returned EFT as permitted

by law and network rules. We are not responsible for any bank fees you incur in connection with returned payments. Instead of or in addition to any of the EFTs described in this section, you also authorize us to process any EFTs you subsequently confirm by phone, text message or email. In the event that we make an error in processing an EFT, you also authorize us to initiate an EFT to or from your Bank Account to correct the error. You update your Bank Account information by calling us at 844-937-8275 or by writing us at PO Box 5518 Glen Allen, VA 23058-5518. You may

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terminate this authorization to initiate EFTs or change your scheduled payment dates with our permission (which we will typically grant if the new payments coincide with the dates we receive payments and do not materially increase the Lease term) by writing us at PO Box 5518 Glen Allen, VA 23058-5518. If you request a payment on a different date other than what is stated herein or more than five (5) days, there will be a thirty dollar (\$30) transaction fee (or the maximum permitted by law) for the change. If you need to change the payment date, please do so by filling out a "Change Payment Date" form by requesting it from us in writing. No fee will be added if payment after initial payment is changed to no greater than 45 days out. We will honor your termination or modification request so long as you make this request at least three (3) business days before the scheduled payment or far enough in advance for us to reasonably act upon your request. If any payment cannot be obtained by EFT, you remain responsible for such payment. You authorize us to create and process drafts against the Bank Account, instead of EFTs, if you terminate this authorization to initiate EFTs. If the EFT is returned and draft against the bank account unsuccessful, you authorize us to charge the debit card provided on the application for any uncollected payments. There may be a convenience fee for phone processing payments.

**12. RETURNED PAYMENT FEE:** In the event that any payment you make under this Lease is returned unpaid, you agree to pay us a Returned Payment Fee equal to the lesser of \$27.00 or the maximum permitted by law.

**13. MISCELLANEOUS:** Entire Agreement: This Lease constitutes the entire agreement between you and us concerning the Property. Title: We retain title to the Property for the term of the Lease or until you acquire ownership. Assignment: We may sell, transfer or assign this Lease and notice of such assignment will be provided only if a change is made to the method of payment or any contact information. Prohibited Acts: You may not sell, assign, mortgage, pawn, pledge, encumber, hock, or otherwise dispose of the Property. You may not remove the Property from your current residence without our written consent. Each of the foregoing acts is a breach of this Lease, as is failing to make payments or not paying fees and charges. Right to Take Possession: If you are in breach of this Lease or you do not renew, we have the right to take possession of the Property without breaching the peace. You agree to pay all costs we incur in taking possession of the Property to the extent permitted by law. Insurance: You are not required to purchase insurance for the Property, including insurance from or through us or from any insurer owned or controlled by us. Receipt: Upon your request, we are required to provide you with a written receipt for each payment made with cash or by money order. Governing Law: This Lease (but not the Arbitration Provision) is governed by the laws of the State of Virginia without regard to its conflict of law principles. Attorney Fees: In any legal action, the prevailing party is entitled to attorney fees and related costs. Collections Practices: We and/or any of the assigned collection agencies may send you emails and/or text messages to aid in collections. Standard text message rates for your carrier may apply. If you do not want to receive such text messages because of the additional cost or for any other reason, please send West Creek Financial a letter or email opting out of such text communication. Upon receipt of letter or email, we will cease text communications immediately.

**14. ARBITRATION PROVISION:** Both the undersigned West Creek Financial customer and West Creek Financial agree that any and all disputes or claims now existing or hereafter arising from the customer's relationship with West Creek Financial or any matter connected therewith is arbitrable and will be settled by binding arbitration. This Agreement encompasses, but is not limited to, debt collection or business practices, torts or alleged violations of civil or constitutional rights. It does not apply to criminal proceedings. The arbitration proceedings shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration is made. A decision and award of the arbitrator made under the said rules shall be conclusive, final and binding on both the undersigned West Creek Financial customer and West Creek Financial, their heirs, executors, administrators, successors and assigns. The costs and expenses of the arbitration shall be borne by West Creek Financial but each party will pay his/its own attorney's fees. This Agreement to arbitrate the West Creek Financial's customer's dispute or claim shall, with respect to such dispute or claim, survive the expiration or termination of his/her West Creek Financial Lease Agreement with Ownership Option. No class action arbitration is allowed under this Agreement and there shall be no joinder of parties to any arbitration. The undersigned West Creek Financial customer and West Creek Financial agree that this Agreement is subject to and governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The undersigned West Creek Financial customer understands and agrees that he/she is giving up the right to seek remedies in Court including the right to a jury trial and, potentially, to file a class action lawsuit. In addition to the foregoing, the undersigned West Creek Financial customer, if he/she chooses, may request, before binding arbitration, a mediation conference with respect to any and all of his/her disputes or claims. If the undersigned West Creek Financial customer chooses mediation, the mediation conference will be scheduled at the earliest possible time before a certified mediator or member of the Virginia State Bar selected by West Creek Financial in consultation with the undersigned West Creek Financial customer. The undersigned West Creek Financial customer understands and agrees that the mediation conference option is supplemental to and not in derogation of the foregoing binding arbitration agreement. The costs and expenses of the mediator and the mediation conference shall be borne by West Creek Financial. Notwithstanding any other provision herein, either party to this Agreement may bring an action in Small Claims Court to address matters within the jurisdiction of that Court. Any appeal of a judgment from such Court shall be resolved by binding arbitration as set forth herein.

**NOTICE TO LESSEE:** (1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT ENTIRELY, EVEN IF OTHERWISE ADVISED, OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO AN EXACT, COMPLETED COPY OF THIS SIGNED AGREEMENT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. (3) YOU HAVE THE RIGHT TO EXERCISE AN EARLY PURCHASE OPTION THAT WILL RESULT IN A LOWER COST TO ACQUIRE OWNERSHIP. BY SIGNING THIS LEASE, YOU AGREE THAT (a) YOU READ IT, (b) YOU UNDERSTAND IT, (c) YOU HAVE BEEN E-MAILED A LINK TO DOWNLOAD A COPY OF IT, AND (d) YOU AGREE TO ALL ITS TERMS, INCLUDING THE EFT AUTHORIZATION (§11) AND ARBITRATION PROVISION (§14).

DocuSigned by:  
X 

Lessee/Prospective Purchaser

5/19/2017

Co-Lessee/Prospective Co-Purchaser

Date